

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 25	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 15-Mar-2002		4. REQUISITION/PURCHASE REQ. NO. W58XUW-1354-7983		5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED, KANSAS CITY 760 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106-2896		CODE W58XUW		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACA41-02-R-0004	
				X		9B. DATED (SEE ITEM 11) 06-Feb-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MULTIPLE AWARD TASK ORDER (MATOC) CONTRACTS FOR IDIQ DESIGN-BUILD CONSTRUCTION FOR SECURITY ENGINEERING AND HOMELAND DEFENSE FOR THE KANSAS CITY DISTRICT WITHIN THE FOUR-STATE AREA OF KANSAS, MISSOURI, NEBRASKA AND IOWA							
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		15-Mar-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Summary of ChangesPen & Ink Changes:

The SF 30 of Amendment No. 0002 dated March 4, 2002 is corrected to read 0002 in lieu of 0001 in block 2.

All headings in the solicitation documents are changed to indicate DACA41-02-R-0004-0003.

Revised and Attached:

Section 00010 is modified to incorporate the Contract Schedule (formerly Section 01140). The Contract Schedule and Notes have been modified. Offerors shall use the attached amended Contract Schedule in their submissions.

Section 00110 is modified as shown on the attached pages to make changes in Volume 1 and Volume 3.

Section 00120 is modified as shown on the attached pages to make changes to Corporate Experience, Past Performance and Management Plan.

Deleted:

Section 01140 has been moved and is therefore this section is deleted.

CHANGED PAGES FOLLOW

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	SECURITY ENGINEERING AND HOMELAND DEFENSE FFP - IDIQ MATOC FOR SECURITY ENGINEERING AND HOMELAND DEFENSE. Design-Build Construction for Security Engineering and Homeland Defense for the Kansas City District. PURCHASE REQUEST NUMBER W58XUW -1354-7983	5,000,000.00	Dollars, U.S.		
				MAX NET AMT	<u>\$5,000,000.00</u>
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	OPTION PERIOD ONE FFP PURCHASE REQUEST NUMBER W58XUW -1354-7983	5,000,000.00	Dollars, U.S.		
				MAX NET AMT	<u>\$5,000,000.00</u>
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	OPTION PERIOD TWO FFP PURCHASE REQUEST NUMBER W58XUW -1354-7983	5,000,000.00	Dollars, U.S.		
				MAX NET AMT	<u>\$5,000,000.00</u>

PRICE SCHEDULE (CONTINUED)**FIELD OFFICE OVERHEAD**

NOTICE TO OFFERORS: For your offer to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE

If you use this practice, see Special Clause "Field Office
Overhead Per Diem Rate" _____

2. DIRECT COST DISTRIBUTION BASE FOR A PERCENTAGE MARKUP

If you use this practice, see Special Clause "Field Office
Overhead Percentage Markup" _____

3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE

UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE. _____

YOU MUST DESCRIBE THE ACCOUNTING PRACTICE IN SUFFICIENT DETAIL BELOW TO ALLOW THE CONTRACTING OFFICER TO DETERMINE WHAT ACCOUNTING PRACTICE IS BEING UTILIZED BY YOUR COMPANY AND THAT IT COMPLIES WITH THE FAR.

FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR OFFER TO BE REJECTED AS NON-RESPONSIVE.

NOTES:

1. Up to Two (2) Indefinite Delivery/Indefinite Quantity Contracts may be awarded as a result of this solicitation. Scopes of work will be as prescribed/described in individual Task Orders. Cost of all work shall be as established in each individual Task Order.

2. The contracts will be awarded under the multiple award concept, as follows:

The Government intends to award Two (2) contracts under this Solicitation, but reserves the right to award fewer. Up to two (2) contracts will be acquired as full and open competition.

3. Any awards as a result of this solicitation will be made to up to two different offerors. These contracts shall support the estimated future work requirements for work assigned to the US Army Corps of Engineers Northwestern Division. Offerors may only receive one contract under this solicitation.

4. Source Selection procedures for this acquisition will be in accordance Section 00120.

5. Specific tasks and pricing information for work to be performed under this contract will be included in each Task Order. Certain cost data and information will be required to be provided with your proposal.

6. Contracts will be issued for a base period of up to one year with two up to 1-year periods for a total duration of up to three years. The contracts will remain active until contract expiration, Task Order completion, or until the combined contractual limit is reached.

8. There are included in this solicitation, clauses that pertain to sealed bids. The application of these clauses will be to the award of subsequent Task Orders, as required, and not to submissions under this Request for Proposal for the base contract.

9. Proposal prices or coefficients must be entered for all items of Contract Schedule. **The Contract Schedule shall be submitted in volume 3. This cost data will be used for all future task orders.**

10. The proposed hourly rates for line items 0001 to 0029, 0034 to 0062, and 0067 to 0095 shall include overhead burdens and shall not include profit. Profit and other direct costs, including travel, will be separately negotiated on each task order.

11. Only one overhead rate shall be provided per line item on line items 0030 to 0033, 0062 to 0066 and 0096 to 0099. Profit shall not be included in this rate. This percentage will be applied to equipment, materials, field overhead, all non-design subcontracts, etc.

12. Profit will be negotiated with each task order and shall not be included in any line item. Profit related to design subcontracts will also be negotiated with each task order and shall not be included in any line item.

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against all periods of this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
200,000.00	\$200,000.00	15,000,000.00	\$15,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
2,000.00	\$2,000.00	5,000,000.00	\$5,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	100,000.00		5,000,000.00	
0002	50,000.00		5,000,000.00	
0003	50,000.00		5,000,000.00	

CAUTION!

BEFORE SIGNING AND MAILING THIS PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. SEALED PROPOSALS: Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received, and the date and time proposals are due.
3. AMENDED PROPOSAL PAGES: If any of the Amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. LATE PROPOSALS: In order for a late mailed proposal to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of proposals date.
5. PROPOSAL GUARANTEE: Sufficient proposal guarantee in proper form must be furnished with your proposal, if your proposal exceeds \$50,000.
6. MISTAKE IN PROPOSAL: Have you reviewed your proposal prices for possible errors in calculations or work left out?
7. FACSIMILE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS: Will not be considered.
8. SECTION 00600: Certifications must be completed and submitted with your proposal. Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, must be submitted with your proposal.
9. HAND-DELIVERED PROPOSAL: If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
10. BUY AMERICAN ACT: All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

CONTRACT SCHEDULE**SCHEDULE 1****(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE BASE PERIOD.)**

ITEM NO.	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
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THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:

Labor Overhead _____% General and Administrative _____% Other _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
(Include all fringe benefits, insurance and taxes)

0001	G.C. Site Supervisor	HRS	\$_____
0002	G.C. Field Superintendent	HRS	\$_____
0003	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$_____
0004	G.C. Field Office Engineer	HRS	\$_____
0005	G.C. Field Office Clerk	HRS	\$_____
0006	Security Engineer	HRS	\$_____
0007	General Contractor Principal	HRS	\$_____
0008	Project Manager Engineer	HRS	\$_____
0009	Architect	HRS	\$_____
0010	Civil Engineer	HRS	\$_____
0011	Structural Engineer	HRS	\$_____
0012	Interior Designer	HRS	\$_____
0013	Cost Engineer	HRS	\$_____
0014	Mechanical Engineer	HRS	\$_____
0015	Electrical Engineer	HRS	\$_____
0016	CADD Technican	HRS	\$_____

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0017	Editor/Writer	HRS	\$_____
0018	Clerical	HRS	\$_____
0019	Project Scheduler	HRS	\$_____
0020	Certified Industrial Hygienist	HRS	\$_____
0021	Environmental Engineer	HRS	\$_____
0022	Environmental Bio-Engineer	HRS	\$_____
0023	Traffic Engineer	HRS	\$_____
0024	Procurement Specialist	HRS	\$_____
0025	Chemist	HRS	\$_____
0026	Geologist	HRS	\$_____
0027	Toxicologist	HRS	\$_____
0028	Microbiologist	HRS	\$_____
0029	Chemical Engineer	HRS	\$_____

**PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD,
SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)**

0030	Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.	_____coefficient
0031	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.	_____ coefficient
0032	Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead.	_____coefficient
0033	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.	_____coefficient

CONTRACT SCHEDULE 2**(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST OPTION PERIOD.)****THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:**

Labor Overhead _____% General and Administrative _____% Other _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST

(Include all fringe benefits, insurance and taxes)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0034	G.C. Site Supervisor	HRS	\$_____
0035	G.C. Field Superintendent	HRS	\$_____
0036	G.C. Quality Control Manager	HRS	\$_____
0037	G.C. Field Office Engineer	HRS	\$_____
0038	G.C. Field Office Clerk	HRS	\$_____
0039	Security Engineer	HRS	\$_____
0040	General Contractor Principal	HRS	\$_____
0041	Project Manager Engineer	HRS	\$_____
0042	Architect	HRS	\$_____
0043	Civil Engineer	HRS	\$_____
0044	Structural Engineer	HRS	\$_____
0045	Interior Designer	HRS	\$_____
0046	Cost Engineer	HRS	\$_____
0047	Mechanical Engineer	HRS	\$_____
0048	Electrical Engineer	HRS	\$_____
0049	CADD Technican	HRS	\$_____
0050	Editor/Writer	HRS	\$_____
0051	Clerical	HRS	\$_____

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0052	Project Scheduler	HRS	\$_____
0053	Certified Industrial Hygienist	HRS	\$_____
0054	Environmental Engineer	HRS	\$_____
0055	Environmental Bio-Engineer	HRS	\$_____
0056	Traffic Engineer	HRS	\$_____
0057	Procurement Specialist	HRS	\$_____
0058	Chemist	HRS	\$_____
0059	Geologist	HRS	\$_____
0060	Toxicologist	HRS	\$_____
0061	Microbiologist	HRS	\$_____
0062	Chemical Engineer	HRS	\$_____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

0063	Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.	_____coefficient
0064	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.	_____ coefficient
0065	Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead.	_____coefficient
0066	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.	_____coefficient

CONTRACT SCHEDULE 3**(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND OPTION PERIOD.)****THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:**

Labor Overhead _____% General and Administrative _____% Other _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST

(Include all fringe benefits, insurance and taxes)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0067	G.C. Site Supervisor	HRS	\$_____
0068	G.C. Field Superintendent	HRS	\$_____
0069	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$_____
0070	G.C. Field Office Engineer	HRS	\$_____
0071	G.C. Field Office Clerk	HRS	\$_____
0072	Security Engineer	HRS	\$_____
0073	Principal General Contractor	HRS	\$_____
0074	Project Manager Engineer	HRS	\$_____
0075	Architect	HRS	\$_____
0076	Civil Engineer	HRS	\$_____
0077	Structural Engineer	HRS	\$_____
0078	Interior Designer	HRS	\$_____
0079	Cost Engineer	HRS	\$_____
0080	Mechanical Engineer	HRS	\$_____
0081	Electrical Engineer	HRS	\$_____
0082	CADD Technican	HRS	\$_____
0083	Editor/Writer	HRS	\$_____
0084	Clerical	HRS	\$_____

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0085	Project Scheduler	HRS	\$_____
0086	Certified Industrial Hygienist	HRS	\$_____
0087	Environmental Engineer	HRS	\$_____
0088	Environmental Bio-Engineer	HRS	\$_____
0089	Traffic Engineer	HRS	\$_____
0090	Procurement Specialist	HRS	\$_____
0091	Chemist	HRS	\$_____
0092	Geologist	HRS	\$_____
0093	Toxicologist	HRS	\$_____
0094	Microbiologist	HRS	\$_____
0095	Chemical Engineer	HRS	\$_____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0096	Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.		_____coefficient
0097	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.		_____ coefficient
0098	Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead.		_____coefficient
0099	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.		_____coefficient

SECTION 00110**Submission Requirements and Instructions****1. PROPOSALS**

Proposals for the work described herein, will be received until the date and time indicated on Standard Form 1442 in Section 00010, at the following address:

U.S. Army Engineer District, Kansas City
 757 Federal Building
 601 East 12th Street
 ATTN: CENWK-CT-C/Wellons
 Kansas City, Missouri 64106-2896

2. PROPOSAL FORMAT

a. The proposals shall be in the following format:

Proposal Document	Evaluation Factor	Original	Paper Copies	Electronic (CD) Copy*
VOLUME 1, Part 1	- Corporate Experience	1	6	1
VOLUME 1, Part 2	- Past Performance	1	6	1
VOLUME 1, Part 3	- Management Plan	1	6	1
VOLUME 2	- Subcontracting Plan	1	1	1
VOLUME 3	- Price	1	3	1

* Electronic Copy may combine all volumes on one CD or multiple 3.5 disks. Documents must be readable by Acrobat Reader 5.0 or Microsoft Office (PC) products. A certificate that the contents of the CD match exactly that which is provided on the original provided on paper will accompany the electronic copy. The electronic copy must be received within five (5) business days of the proposal due date.

The information required by paragraph: INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, subparagraph (c)(2), shall be included in Volume 1, before Part 1.

b. Proposal Characteristics.

(1) All text must be legible and easily read. The page size of the offeror's proposal shall not exceed 8-1/2 inch by 11 inch. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable and are to be utilized, all sheets shall be reproduced on 11 inch by 17 inch, and folded to 8-1/2 inch by 11 inch sheet size with title clearly visible at bottom right corner. Each volume shall be contained within a separate 3-ring binder (no heat or spiral bound volumes). Not to exceed 200 pages. More than 200 pages will not be allowed. *Should the proposal exceed 200 pages, pages 201 through the end will be discarded and will not be evaluated.*

(2) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime on the cover. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The offeror's name, address, signature, and telephone number shall appear on any document to be evaluated.

(3) Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. No material shall be incorporated by reference. General cross-references or cross referencing guides

will not be considered as appropriate cross references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

(4) Each evaluation factor and subfactor in Volume 1 shall be described in a separate section, appropriately tabbed in a report form. The information in all volumes shall be concise. Elaborate presentations are not necessary or desirable.

(5) The offeror shall submit Section 00010 and the Standard Form 1442 of this solicitation with his prices. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.

3. PROPOSAL CONTENT

a. The Government may award a contract based on initial proposals received, without discussion of such proposals, to the offeror providing the best value to the government as evaluated using applicable factors. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit to the Government. However, the Government may request additional information from offerors of proposals, which clarifies, supplements and/or changes, any proposal as submitted.

b. Each offeror's ability to perform the work set forth in this solicitation will be evaluated on the basis of his knowledge and understanding of the work, the quality provided by his total proposal and his capability and responsibility to accomplish the project. The evaluation will be based on the offeror's proposals. The proposals shall present a comprehensive, straightforward analysis of the resources and expertise required to perform the work. While knowledge of the RFP requirements is a prerequisite to preparing proposals, restatement of the RFP requirements shall be avoided. Proposals shall emphasize knowledge and understanding of work performance, not work identification.

c. Best value proposals will be selected.

d. The following factors and subfactors will be used to evaluate each proposal.

VOLUME 1

FACTOR 1. Corporate Experience. Provide in detail the experience of your organization in contracts of similar type and complexity, including a list of contracts relevant to the proposed contracts which your organization has completed within the last six years, or which are currently under contract and more than 50% complete. Provide the project name, a short description, the size, the owner's name and telephone number, the date of completion and the percentage of the project accomplished with your own forces. Information regarding the type and extent of work completed under the contract shall be included. The proposal shall be broken into separate parts, as shown below. Separate project lists may be provided for each subfactor.

Contracts of similar type and complexity include contracts for the formulation of plans or planning procedures for integrated security engineering solutions for mitigating complex, multiple tactic threats to assets, including combinations of criminal, terrorist, and/or espionage related threats. Solutions must have been integrated across building, sitework, and electronic security system components. Capabilities provided included investigating and analyzing protective measures for acoustical eavesdropping threats. Application of engineering for all aspects of commercial and military electronic security systems (ESS) included, but was not limited to, Joint-Service Interior Intrusion Detection System (J-SIIDS) and Integrated Commercial Intrusion Detection System (ICIDS). Performance included security engineering site surveys (vulnerability assessments) that addressed the identification of threats to assets, the vulnerabilities of assets to those threats, and the protective measures to mitigate the threats. Performance included development of programming level design recommendations and construction cost estimates for security measures identified to mitigate shortcomings discovered during the security engineering survey and vulnerability assessment.

Specific areas to be highlighted include:

- Significant experience in conducting threat assessment for governmental facilities.
 - Experience in evaluating security operations for large organizations with multiple locations and type of facilities. Security operations include operating procedures and work policies.
 - Experience in conducting Crime Prevention through Environmental Design (CPTED) surveys.
 - Experience in providing strategic security planning services and providing cost estimates and implementation plans.
 - Experience in setting up organizational security awareness education programs.
 - Experience that demonstrates full multidiscipline capabilities in engineering and architectural design (including production of construction documents, specifications and design drawings.) Experience should include both the retrofit of existing facilities and construction of new facilities.
 - Experience in construction administration for the installation of security systems and force protection enhancements for existing facilities. In addition, experience with the construction of new facilities incorporating the latest technology in security monitoring and force protection.
 - Experience in the evaluation of security systems, policies and procedures in the post-occupancy of the facilities.
 - Certification of the Project Manager as a Certified Protection Professional (CPP) by the American Society for Industrial Security (ASIS), or other accreditation from a nationally recognized professional industrial security association or American Society of Civil Engineers Architectural Engineering Division Mitigation of the Effects of Terrorism.
 - Experience in using Corps of Engineers Technical Manuals in force protection and security engineering.
 - Experience in requirements determination, planning, design, and construction of active and passive measures required to protect population, area, and infrastructure.
 - Experience in requirements determination, planning, design, and construction of measures to deter, defend against, and mitigate the effects of threats, disasters, and attacks.
 - Experience in developing and implementing measures, structural and non-structural, which ensure availability, integrity, survivability, and adequacy of critical assets.
- a. Designer experience with projects of similar type, size and complexity. For this subfactor, identify projects where the offeror performed design services similar to this project.
- b. Construction experience with projects of similar type, size and complexity. For this subfactor, identify projects where the offeror performed construction services similar to this project. In addition to the above criteria, construction experience may also include either Civil Works or Military projects for the US Army Corps of Engineers or another Federal Agency in the approximate range of \$50,000 to \$3,000,000. "Civil Works" normally covers water control projects and minor building projects at lake projects. The work may include construction, renovation, repairs, preventive maintenance, and environmental abatement/improvements for security engineering and homeland defense type projects.
- c. Utilization of Small Businesses, Small Disadvantaged Businesses, and Women Owned Small Businesses. For each of the projects listed for subfactors a and b, identify the goals (if any) and the actual percentages of subcontracted dollars that were awarded and performed by small businesses, small disadvantaged businesses, and women owned small businesses. The percentage for small businesses should include all small businesses, including disadvantaged and women owned businesses. SF 294s, where available may be used. If the project was done for a non-federal organization, information normally provided on a SF 294 shall be provided in letter format.

FACTOR 2. Past Performance. Past performance will be evaluated in the areas indicated in the subfactors shown. Past performance information may be obtained from other than the sources identified by the offeror, included but not limited to past performance evaluations in the Construction Contractors Appraisal Support System (CCASS).

Provide a Performance Evaluation, for both construction and design, for five government or private projects of similar scope or complexity completed by the offeror as a prime contractor in the last three years. The Past Performance Evaluation Questionnaire along with a sample transmittal letter, are located at the end of this section and must be completed by personnel for whom the offeror has performed work. These Performance Evaluations must be provided by the offeror to persons who have knowledge of this information on past performance. Once completed, these evaluations must be sent directly to the address in Section 00100, Paragraph: PROPOSALS, by the persons completing these evaluations.

The offeror shall not review the Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that the Government will hold their names confidential. At no time during the evaluation process, debriefings or after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offeror or to any other party. The Government shall receive these evaluations no later than the date the offeror's proposal is due.

The Performance Evaluations should clearly identify the proposer's identity and the project or portion of a project being evaluated. It is helpful to give your evaluators a short synopsis of the project or portion of a project that you wish them to evaluate. It is also helpful to include an SASE or overnight delivery envelope addressed to the address found in Section 00100, paragraph: PROPOSALS, and inform the evaluators to forward the evaluation in a timely manner. It is the proposer's responsibility to ensure that evaluators have completed and forwarded the evaluation in a timely manner. Those Performance Evaluations not received by the time and date initial proposals are due will not be considered. In addition, the offeror will provide the following information in the proposal about these projects:

- i. Title, location and contract number.
- ii. Dates of contract execution (start and completion).
- iii. Contracting agency.
- iv. At least two current points of contact (names, current phone and fax numbers).
- v. Brief description of the circumstances surrounding the following as they apply and any corrective action taken to preclude recurrence:
 - (1) Contract termination, in whole or in part.
 - (2) Failure to complete awarded work.
 - (3) Liquidated damages or actual damages assessed for delay in meeting completion dates.

The following subfactors will be evaluated by the Government:

a. **Quality of Product and Services.** Reviews how well the offeror has complied with contract requirements in the past and conformance with standards of good workmanship. Contractor Quality Control needs to be demonstrated and an achievement plan given.

b. **Customer Satisfaction.** Reviews how satisfied prior customers and end users are with the offeror's completed work. Includes the willingness of prior customers to do business with the offeror again if given the choice.

c. **Timeliness of Performance.** Reviews how well the contractor has adhered to contract schedules.

FACTOR 3. Management Plan. Provide in detail your organization's plan to manage, coordinate, integrate and control the work required for this project within the requirements of this RFP. See also paragraph: MANAGEMENT PLAN in Section 01100. The plan shall be broken down into three separate parts (each part will be evaluated as a separate subfactor):

a. **General Management Structure and Plan.** In this section, include information regarding the overall management structure and management strategy and tactics you will use to successfully manage this contract. An organization chart showing the proposed management structure and chain of command (both for the organization responsible for this contract as well as the larger organization of the firm) shall be included. The Plan shall also cover manpower availability and utilization, including in-house, subcontractors and/or joint venture partners. The

Plan shall address the availability of additional regular employees who will be utilized in support of the project to indicate the depth and size of the offeror's organization. This data may be in summary form indicating the numbers of personnel by category, such as General Construction Superintendents, Quality Control personnel, Planning and Scheduling personnel, Safety Engineers, Procurement personnel, Contract Administrators, etc. Outline personnel task responsibilities.

Specific areas to be highlighted include:

- Capabilities
 - Efficient Utilization and Balance of Resources
 - Depth and Size of Organization
 - Ability to Respond and Mobilize
 - Corporate Commitments
 - Innovative Technology
- Organizational Structure
 - Organization Approach
 - Contractual Arrangements

b. Coordination of multiple subcontractors working on concurrent multiple task orders at different installations to meet specific schedule requirements and maintain adequate quality. The Plan shall indicate what work will be subcontracted and what work will be done by the offeror's own forces. The offeror shall state how multiple subcontractors will be coordinated on multiple concurrent task orders at different installations to complete the work within the timeframe specified for each task order, and still maintain adequate quality levels.

c. Key Personnel, Subcontractors and Outside Associates or Consultants. The offeror shall state the individuals, subcontractors, and outside associates or consultants that the offeror considers to be key to the success of the contract. At a minimum, resumes for the General Contractor's (G.C.) Site Supervisor, G.C. Field Superintendent, GC Quality Control Manager, Security Engineer, Principal Designer's Project Manager Engineer, and Certified Industrial Hygienist shall be provided. The offeror may provide additional resumes, within the page limitation, should they so desire. These individuals are key in accordance with SCR-DB-0004, Key Personnel, Subcontractors and Outside Associates or Consultants (See Section 00800).

VOLUME 2

FACTOR 4 - Subcontracting Plan. All items in the sample Subcontracting Plan format provided in Section 00600 must be discussed in the Subcontracting Plan submitted. Proposers must not give cursory answers or discussions to the issues that must be addressed in the Subcontracting Plan; full and complete information is required.

Small businesses are not required to submit a Subcontracting Plan nor the additional past utilization information stated above. Small businesses will receive an automatic "Excellent" rating for this factor. Subcontracting will be part of the trade off process in the best value determination by the Government and may be used as a final discriminator when comparing competing large businesses.

VOLUME 3

FACTOR 5 - Price. Offerors shall submit the Field Office Overhead and Contract Schedule, as found in Section 00010. The Proposal Schedule will be evaluated in accordance with paragraphs: BASIS FOR AWARD, EVALUATION FACTORS, and COST listed below. The Contract Schedule in Section 00010 shall be filled out in full and submitted in volume 3.

Deviation of Coefficient. The offerors' proposal shall clearly show how the coefficients were calculated by showing how they are broken down by Home Office Overhead, Branch Office Overhead, Field Office Overhead, materials, equipment, labor, fringe benefits, insurance, all federal taxes, and state taxes. Also indicate any adjustment to cost due to locality, efficiency, effort, materials, labor or equipment.

ADDITIONAL INFORMATION TO BE PROVIDED IN VOLUME 3:

- 1) The Offer (the SF1442) duly executed with an original signature by an official authorized to bind the company.
- 2) Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).
- 3) The completed Section 00600 of the solicitation (Representations and Certifications).
- 4) For joint ventures, the information required by paragraph "Joint Ventures."

4. JOINT VENTURES

Joint ventures shall submit the following additional documentation regarding their business entities:

- (a) A certified copy of their Joint Venture agreement.
- (b) A detailed statement outlining the following in terms of percentages, where appropriate.
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - (3) The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
 - (4) The bonding responsibilities of the joint venture parties.
 - (5) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
 - (6) Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
 - (7) Identification of party furnishing the facilities, such as office supplies and telephone service.
 - (8) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the joint venture.

SECTION 00120**Proposal Evaluation and Contract Award****1. FORMAL SOURCE SELECTION PROCESS**

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures. The principle objective of this process is to select responsible offerors to be the overall Best Value to the Government, price and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The right is reserved to reject any or all offers. Award may be made to the superior proposals, regardless of cost or price, provided that price is determined to be reasonable. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

a. Source Selection Organization.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA), Source Selection Advisory Council (SSAC) and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate Technical Evaluation and Price Evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, price analysis, small business, and other functional staff management expertise.

b. Source Selection Procedure.

The source selection procedures will begin with an initial review of proposals and continue with a technical and price evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in paragraph: Evaluation Factors, below. The results of the SSEB evaluations will be presented to the SSAC, who will rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will also either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication prior to establishment of a competitive range, or to establish a competitive range and conduct discussions with those offerors that are included in the competitive range. The Government intends to award without discussions. All communications leading to establishment of the competitive range will be conducted in accordance with FAR Part 15.306b.

If a competitive range is established, discussions will be conducted with offerors who are included in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final technical ratings will be presented to the SSAC. The SSAC shall then rank the proposals based on the Best Value to the Government, price and other factors considered, and present to the SSA for the final source selection decision. If appropriate, the SSA will apply the tradeoff process in the Best Value Continuum.

The proposals received in response to this RFP will be evaluated utilizing a rating system to select the most advantageous proposal. To be considered acceptable, each offeror shall specifically address each of the evaluation factors listed below. Sufficient detail shall be provided, citing specific data as may be required, such that the proposal may be adequately evaluated. The proposal must show clearly that the offeror has an understanding of the work tasks required and has the capability and responsibility to accomplish the project.

The Government is not responsible for information overlooked during the evaluation that is not located in the appropriate proposal section. To ensure that evaluation credit is appropriately received for proposal material submitted, do not incorporate by reference documents not contained in the proposal. References to other sections of the proposal shall be by specific paragraph number (and name, if applicable), page number and section.

2. BASIS FOR AWARD

The Government intends to select, without discussions, up to two responsible offerors whose proposals conform to the solicitation and are determined to be the Best Value to the Government in accordance with the following relationship between price and technical merit. The technical evaluation factors, when combined, are significantly more important than price (see paragraphs below: Relative Weight of Technical Evaluation Criteria and Price). The closer the total evaluated technical scores of acceptable proposals are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

3. EVALUATION FACTORS

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in the order of importance described in paragraph: Relative Weight of Technical Evaluation Criteria, with price being significantly less important than all technical factors combined.

FACTOR 1 (Volume 1, Part 1) – Corporate Experience

- a. Designer Experience with projects of similar type, size and complexity.
- b. Construction experience with projects of similar type, size and complexity.
- c. Extent of subcontracting with small businesses, small disadvantaged businesses and women-owned businesses.

FACTOR 2 (Volume 1, Part 2) – Past Performance

- a. Quality of product and service.
- b. Customer satisfaction.
- c. Timeliness of performance.

FACTOR 3 (Volume 1, Part 3) – Management Plan

- a. General management structure and plan.
- b. Coordination of multiple subcontractors working on concurrent multiple task orders at different installations to meet specific schedule requirements and maintain adequate quality
- c. Key Personnel, Subcontractors, and Outside Associates and Consultants

FACTOR 4 (Volume 2) – Subcontracting Plan

FACTOR 5 (Volume 3) – Price

4. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA

Factor 1 is the most important technical factor. Within Factor 1, subfactor a is most important and subfactor b is slightly less important than subfactor a. Subfactor c is significantly less important than subfactor b.

Factor 2 is slightly more important than factor 3. Factor 2 is weighted slightly less than Factor 1. Within Factor 2, subfactor a is the most important; subfactor b is slightly less important than subfactor a; and subfactor c is slightly less important than subfactor b.

Factor 3 is significantly more important than factor 4. Within Factor 3, each subfactor is equal in value.

Factor 4 is significantly less important than Factor 3.

Factor 5 (Price) is significantly less important than Factors 1 – 4 combined.

5. PAST PERFORMANCE

In the course of evaluating offerors' proposals, the Source Selection Evaluation Board may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror.

At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.

Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

During the evaluation, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

During the ranking process the SSA may also consider past performance information in evaluating overall risk associated with a particular offeror.

6. SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN

The Government will evaluate the Subcontracting Plan in accordance with Appendix CC, Subcontracting Plan Evaluation Guide, of the Army Federal Acquisition Regulation Supplement (AFARS).

Small businesses are not required to submit a Subcontracting Plan nor the additional past utilization information stated above. Small businesses will receive an automatic "Excellent" rating for Factors 3d and 4. Subcontracting will be part of the trade off process in the best value determination by the Government and may be used as a final discriminator when comparing competing large businesses.

7. PRICE

a. Price will not be point-scored, but will be subjectively evaluated. The specific evaluation process is described below. The technical evaluation factors, when combined, are significantly more important than price. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

b. In the event, during the course of the analysis, the Price Evaluation Team (PET) has reason to question the reasonableness of a price proposal, or has reason to believe there is unbalancing in the price proposal, the PET may conduct such additional reasonable analysis as it requires in order to complete a thorough price analysis. Because the evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected because of an unbalanced or an unreasonable price proposal.

c. The Price Evaluation Team (PET) for Best Value determination will evaluate each proposal's labor category cost and coefficients. This will be done by first analyzing the rates to determine reasonableness and realism. A second approach will apply the labor category costs and coefficient(s) to a predetermined, though undisclosed, hypothetical task order. The hypothetical task order may not include all the labor categories or coefficients. A third analysis will

be the calculation of a composite hourly labor rate using the proposed labor rates weighted according to predetermined, though undisclosed, anticipated utilization of respective labor categories. The cost increase for the option years will also be evaluated for best value. Of the four analyses to be completed, the third analysis (weighted labor rates) is most important, the second analysis (hypothetical task order) is slightly less important, and the first and last analyses are slightly less important than the second. The hypothetical task order will not be released prior to award to maintain the integrity of the evaluation.

d. The evaluated price information will be reported to the SSA. The SSA will utilize the technical ratings and the price evaluations in preparing its overall ranking of the proposals and as to the Best Value determination for selection of successful offerors.

8. DEBRIEFING

In accordance with FAR 15.505 Preaward Debriefing of Offerors, and FAR 15.506 Postaward Debriefing of Offerors, the offeror should be aware of the following.

PREAWARD DEBRIEFING OF OFFERORS (FAR 15.505)

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the Contracting Officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The Contracting Officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the Contracting Officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the Contracting Officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(a) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(b) At minimum, preaward debriefings shall include--

(1) The agency's evaluation of significant elements in the offeror's proposal;

(2) A summary of the rationale for eliminating the offeror from the competition; and

(3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

(c) Preaward debriefings shall not disclose--

- (1) The number of offerors;
 - (2) The identity of other offerors;
 - (3) The content of other offerors' proposals;
 - (4) The ranking of other offerors;
 - (5) The evaluation of other offerors; or
 - (6) Any of the information prohibited in 15.506(e).
- (d) An official summary of the debriefing shall be included in the contract file.

POSTAWARD DEBRIEFING OF OFFERORS FAR 15.506

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. (Individuals who conducted the evaluations shall provide support.)

(d) At a minimum, the debriefing information shall include--

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

(2) The overall evaluated price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.